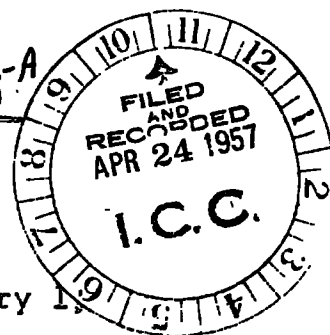


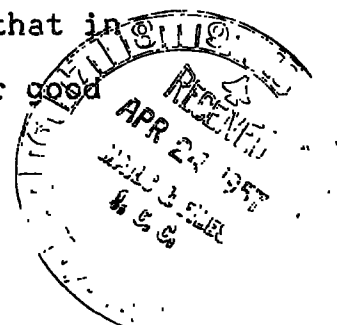
RECORDATION No 1176-A
ASSIGNMENT (Filed pursuant to the
Provisions of Section 20e
Interstate Commerce Act)



AGREEMENT AND ASSIGNMENT, dated as of February 1, 1957, between GREENVILLE STEEL CAR COMPANY, a corporation organized under the laws of the State of Pennsylvania with its principal office in Greenville, Pennsylvania (hereinafter called the Manufacturer), party of the first part, TRADESMENS BANK AND TRUST COMPANY, a bank and trust company organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with offices in the City of Philadelphia, Commonwealth of Pennsylvania, (hereinafter called the Assignee), party of the second part, and LEHIGH AND NEW ENGLAND RAILROAD COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and of the State of New Jersey, with its principal office in the City of Bethlehem, Pennsylvania (hereinafter called the Railroad), party of the third part.

WHEREAS, the Manufacturer and the Railroad entered into a Conditional Sale Agreement, dated as of February 1, 1957 (hereinafter called the Conditional Sale Agreement, a copy of which is annexed hereto and made a part hereof), covering the construction, sale and delivery, on the conditions therein set forth, by the Manufacturer and the purchase by the Railroad of the railroad equipment described in the Conditional Sale Agreement (said equipment being hereinafter called the Equipment).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the sum of one dollar (\$1) and other good



and valuable consideration paid by the Assignee to the Manufacturer, the receipt of which is hereby acknowledged, as well of the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

Section 1. The Manufacturer hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) All the right, title and interest of the Manufacturer in and to the Equipment and each unit thereof when and as severally delivered and accepted and upon payment by the Assignee to the Manufacturer of the amounts required to be paid under Section 6 hereof;

(b) All the right, title and interest of the Manufacturer in and to the Conditional Sale Agreement (except (i) the rights to cause to be constructed and to deliver the Equipment; (ii) the rights to receive the payments specified in subdivision (a) of Section 3 thereof, not including any payments made under the provisions of the last sentence of said subdivision (a) of Section 3, and (iii) reimbursement for taxes paid or incurred by the Manufacturer as provided in Section 4 thereof), and in and to any and all amounts which may be or become due or owing by the Railroad to the Manufacturer under the Conditional Sale Agreement on account of its indebtedness in respect of the Equipment and interest thereon, and in and to any other sums becoming

due from the Railroad under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) Except as excluded in (b) hereof, all the Manufacturer's rights, powers, privileges and remedies under the Conditional Sale Agreement (without any recourse, however, against the Manufacturer for or on account of the failure of the Railroad to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement);

provided, however, that this Agreement and Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Manufacturer to cause to be constructed and to deliver the Equipment in accordance with the Conditional Sale Agreement or in respect of the indemnity contained in Section 14 of the Conditional Sale Agreement, or relieve the Railroad from its obligations to the Manufacturer under Sections 13 and 14 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Agreement and Assignment, or any subsequent assignment pursuant to the provisions of Section 15 of the Conditional Sale Agreement, all obligations of the Manufacturer to the Railroad in respect of the Equipment shall be and remain enforceable by the Railroad, its successors and assigns, against and only against the Manufacturer. In furtherance of the foregoing assignment and transfer, the Manufacturer hereby authorizes and empowers the Assignee, in the Assignee's own name, in the name of the Assignee's nominee, or in the name of and as Attorney,

hereby irrevocably constituted, for the Manufacturer, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Agreement and Assignment and compliance by the Railroad with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

Section 2. The Manufacturer covenants and agrees that it will cause the Equipment to be constructed in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Railroad in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Agreement and Assignment, it will perform and fully comply with each and all of the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Manufacturer. The Manufacturer further covenants and agrees that it will warrant to the Assignee and the Railroad that at the time of delivery of each unit of the Equipment it had legal title to such unit and good and lawful right to sell such unit and the title to such unit was free of all claims, liens, encumbrances and security interests of any nature except only the rights of the Railroad under the Conditional Sale Agreement; and the Manufacturer further covenants and agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Manufacturer to the Railroad; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

Section 3. The rights of the Assignee to the part, assigned hereby, of the purchase price of the Equipment, and interest thereon, as well as any other rights which may be so assigned hereunder, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Manufacturer, or the successor or successors to its manufacturing properties and business, in respect of the Equipment or the manufacture or delivery thereof, or in respect of any indemnity contained in said Conditional Sale Agreement and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by the Manufacturer or the successor or successors to its manufacturing properties and business, and any and all such obligations, indebtedness and liabilities however arising shall not be enforceable against the Assignee or any party or parties in whom title to the Equipment, or any unit thereof, or the rights of the Manufacturer under said Conditional Sale Agreement, shall vest by reason of this Assignment or transfer or of successive sales, assignments or transfers.

The Manufacturer will save, indemnify and keep harmless the Assignee from and against any and all claims, damages, suits, judgments, costs and expenses, including royalty payments and counsel fees, that may result from the use of any patented article on the Equipment as delivered, except with regard to any design, article or material specified by the Railroad and not manufactured by the Manufacturer.

Section 4. The Manufacturer will cause to be plainly and conspicuously marked on both sides of each unit of the Equipment, at the time of delivery thereof to the Railroad, in letters not less than one inch in height, the following legend:

"TRADESMENS BANK AND TRUST COMPANY,
OWNER AND SECURED PARTY"

and the Railroad warrants that said markings on the Equipment now are and at all times hereafter will be in conformity with the requirements of the Conditional Sale Agreement.

Section 5. Upon request of the Assignee, its successors and assigns, the Manufacturer will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Manufacturer therein or in the Equipment.

Section 6. The Manufacturer and the Railroad upon delivery to and acceptance by the Railroad of each Group of cars (as defined under Section 3 of the Conditional Sale Agreement) will respectively execute and deliver to the Assignee, for the purpose of effectuating this Assignment, the following:

(a) An original and two copies of a Bill of Sale, or several Bills of Sale, transferring to the Assignee title to the units of the Equipment in such Group, after delivery thereof to and acceptance by the Railroad, and warranting to the Assignee and to the Railroad, that at the time of delivery to the Railroad the Manufacturer had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, encumbrances and security interests of any nature except only the rights of the railroad under the Conditional Sale Agreement;

(b) Three counterparts of an opinion of counsel for the Manufacturer stating (i) that the Manufacturer is a duly organized and existing corporation in good standing under the laws of its state of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, (ii) that the Conditional Sale Agreement has been duly authorized, executed and delivered by the Manufacturer and is a valid instrument binding upon the Manufacturer and enforceable against the Manufacturer in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization or moratorium laws from time to time in effect), (iii) that this Agreement and Assignment has been duly authorized, executed and delivered by the Manufacturer and is a valid instrument binding upon the Manufacturer and enforceable against the Manufacturer in accordance with its terms, (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization or moratorium laws from time to time in effect), (iv) that the Assignee is vested with all the right, title and interest of the Manufacturer in and to the Conditional Sale Agreement purported to be assigned to the Assignee by this Agreement and Assignment, and (v) that title to the units of the Equipment in such Group is validly vested in the Assignee, free as of the time of delivery of said Equipment to the Railroad of all claims, liens, encumbrances and security interests except only the rights of the Railroad under the Conditional Sale Agreement; and

(c) Three (3) counterparts of an opinion of counsel for the Railroad stating (i) that the Railroad is a duly organized and existing corporation in good standing under the laws of the states of its incorporation and has the power and authority to own its properties and to carry on its business as now conducted, (ii) that the Conditional Sale Agreement and the Agreement and Assignment have been duly authorized, executed and delivered by the Railroad and are valid instruments binding upon the Railroad and enforceable against the Railroad in accordance with their terms, (iii) that upon due execution of the Agreement and Assignment by the Assignee, it will be vested with all the right, title and interest of the Manufacturer under the Conditional Sale Agreement purported to be assigned to the Assignee by this Agreement and Assignment, in and to the units of the Equipment delivered in accordance with the terms of the Conditional Sale Agreement and that neither the Manufacturer nor the Railroad, nor any of the latter's creditors, will have any right, title or interest in respect of such units except as provided in the Conditional Sale Agreement or the Agreement and Assignment, (iv) that the Conditional Sale Agreement and the Agreement and Assignment have been duly filed, docketed and recorded, in accordance with Section 20 of the Conditional Sale Agreement, and (v) that no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the execution and delivery of the Conditional Sale Agreement and the Agreement and Assignment.

(d) Three (3) counterparts of a Certificate of Inspection executed by an inspector of the Railroad stating that the units of Equipment covered thereby have been approved on behalf of the Railroad and that there was plainly and conspicuously marked on both sides of each such unit at the time of its approval, in letters not less than one inch in height, the following legend:

"TRADESMENS BANK AND TRUST COMPANY,
OWNER AND SECURED PARTY".

(e) Three (3) counterparts of a Certificate of Acceptance executed by an Agent of the Railroad, stating that the units of Equipment covered thereby have been delivered into the possession of the Railroad at a designated point in good order and are accepted on behalf of the Railroad;

and the Manufacturer covenants and agrees, as to each such unit of Equipment for which such documents shall be delivered, that Assignee shall then be vested with full title as owner thereto, free as of the time of delivery of said Equipment to the Railroad of all liens, encumbrances and security interests of any nature whatsoever, except only the rights of the Railroad under the Conditional Sale Agreement.

Upon receipt of the documents referred to in the preceding paragraphs with respect to each Group of cars delivered to and accepted by the Railroad under the Conditional Sale Agreement, the Assignee will pay promptly to the Manufacturer the sum of Seven thousand dollars (\$7,000.00) for each such unit included therein, being the unpaid balance due for each such unit, so as to make the total amount to be paid by the Assignee for all of

the Equipment the sum of Seven hundred thousand dollars (\$700,000.00), said amount being the difference between the total price of all of the Equipment and the total amount of the down payment.

It is understood and agreed that, if any of the cars are excluded from the Conditional Sale Agreement, the parties hereto shall join in the execution of such supplemental agreement as may be required.

Section 7. If the Assignee shall not make payment to the Manufacturer of the amount due under Section 6 hereof for cars delivered to and accepted by the Railroad, the Manufacturer will promptly notify the Railroad of such event, and if such amount shall not have been previously paid by the Assignee the Railroad will, not later than ninety (90) days after the date such payment is due, pay or cause to be paid to the Manufacturer the aggregate final purchase price of all the cars so delivered and accepted by the Railroad, together with interest from the due date of payment to the date of payment by the Railroad at the prime rate of interest of leading New York City banks in effect at such due date of payment.

Section 8. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

Section 9. The Manufacturer hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement is now in force without amendment thereto;

(b) covenants and agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) represents and warrants to the Assignee, its successors and assigns, that, after the execution of this Agreement and Assignment, the Manufacturer will retain no rights under the Conditional Sale Agreement with respect to or as a consequence of any sum due or to become due pursuant to subdivision (a) of Section 3 thereof in respect of the Equipment, except the right to receive payment thereof, and that after delivery to the Assignee of Bills of Sale with respect to the Equipment and upon payment by the Assignee to the Manufacturer as required herein, the Manufacturer will retain no security interest or other interest in the Equipment or any unit thereof or the title thereto or any rights with respect thereto under the Conditional Sale Agreement by reason of any sums due or to become due pursuant to subdivision (a) of Section 3 of the Conditional Sale Agreement.

Section 10. The terms of this Agreement and Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

Section 11. This Agreement and Assignment may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. The Assignee agrees to deliver one of such counterparts, or a certified copy thereof, to the Railroad. Although this Agreement and Assignment is dated for convenience as of February 1, 1957, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, all as of the day, month and year first above written.

ATTEST:

GREENVILLE STEEL CAR COMPANY

F. B. Jagan
Asst. Secretary
(CORPORATE SEAL)

By G. C. Brecht
Vice President

ATTEST:

TRADESMENS BANK AND TRUST COMPANY

Sharon R. Ruggs
Secretary
(CORPORATE SEAL)

By Joseph R. Roberts
Vice President

ATTEST:

LEHIGH AND NEW ENGLAND RAILROAD
COMPANY

W. D. Green
Secretary
(CORPORATE SEAL)

By W. D. Green
Executive Vice President

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MERCER :

Before me the subscriber, a Notary Public for the
Commonwealth and County aforesaid, personally appeared

J B Logan, to me known, who by me being
duly sworn according to law, did depose and say that he is the
Assistant Secretary of Greenville Steel Car Company; that he was
personally present at the execution of the foregoing Agreement
and Assignment and that he affixed the common or corporate seal
thereto; that the seal so affixed thereto is the common or cor-
porate seal of the said corporation; that it was so affixed by
authority of the Board of Directors and that the said Agreement
and Assignment was duly signed and delivered by *G C Brecht*
Vice President of the said corporation, as and for the act and
deed of the said corporation, for the uses and purposes therein
mentioned, by like authority, and that the names of this deponent
as Assistant Secretary and of *G C Brecht* as Vice
President of the said corporation, subscribed to the above agree-
ment and Assignment in attestation of its due execution and
delivery, are in their and each of their respective handwritings.

WITNESS my hand and notarial seal this 22^d day
of April, 1957.

(NOTARIAL SEAL)

Leora Smith

Notary Public

My Commission Expires
LEORA SMITH, Notary Public
GREENVILLE, MERCER COUNTY
My Commission Expires Feb. 21, 1961

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

Before me the subscriber, a Notary Public for the
Commonwealth and County aforesaid, personally appeared

Herbert Jowett, to me known, who by me being duly sworn
according to law, did depose and say that he is the
Secretary of Tradesmens Bank and Trust Company; that he was
personally present at the execution of the foregoing Agreement
and Assignment and that he affixed the common or corporate seal
thereto; that the seal so affixed thereto is the common or cor-
porate seal of the said corporation; that it was so affixed by
authority of the Board of Directors and that the said Agreement
and Assignment was duly signed and delivered by *Joseph B. Roberts*
Vice President of the said corporation, as and for the act
and deed of the said corporation, for the uses and purposes
therein mentioned, by like authority, and that the names of
this deponent as Secretary and of *Joseph B. Roberts*
as *Vice* President of the said corporation, subscribed to the
above Agreement and Assignment in attestation of its due exe-
cution and delivery, are in their and each of their respective
handwritings.

WITNESS my hand and notarial seal this 23 day
of April, 1957.

Francis J. Taylor
Notary Public

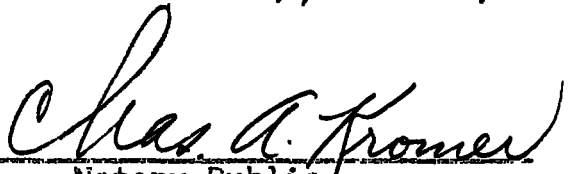
(NOTARIAL SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF NORTHAMPTON :

Before me the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared H. S. Drumheller, to me known, who by me being duly sworn according to law, did depose and say that he is the Secretary of Lehigh and New England Railroad Company; that he was personally present at the execution of the foregoing Agreement and Assignment and that he affixed the common or corporate seal thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that it was so affixed by authority of the Board of Directors and that the said Agreement and Assignment was duly signed and delivered by S. T. W. Green, Executive Vice President of the said corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, by like authority, and that the names of this deponent as Secretary and of S. T. W. Green as Executive Vice President of the said corporation, subscribed to the above Agreement and Assignment in attestation of its due execution and delivery, are in their and each of their respective handwritings.

WITNESS my hand and notarial seal this 17th day of April, 1957.

(NOTARIAL SEAL)


Notary Public

My Commission Expires

Notary Public, Bethlehem, Northampton County
MY COMMISSION EXPIRES FEBRUARY 1, 1961